

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

FARM CREDIT SERVICES OF
AMERICA, FLCA,

Plaintiff,

vs.

NICOLE TIFFT,

Defendant.

8:18-CV-80

PRELIMINARY INJUNCTION

This matter is before the Court on plaintiff Farm Credit's motion for a temporary restraining order and preliminary injunction ([filing 6](#)). Counsel has appeared for both parties, and the parties agreed at an in-chambers conference to the entry of a preliminary injunction, which was memorialized on the record in the courtroom. *See* filing 16. The parties have presented the Court with a stipulated agreement ([filing 17](#)) setting forth the terms of their agreement. Pursuant to the parties' agreement,

IT IS ORDERED:

1. The parties' stipulated agreement ([filing 17](#)) is approved.
2. Farm Credit's motion for a temporary restraining order and preliminary injunction ([filing 6](#)) is granted.
3. The defendant, Nicole Tift is enjoined pursuant to the specific terms and conditions set forth in the parties'

stipulated agreement, which are incorporated into this order by reference. In particular, Tifft:

- a. shall not use confidential information of Farm Credit as that term is defined in the Assignment, Nonsolicitation, and Nondisclosure Agreement ([filing 1-1](#)) signed by Tifft on January 1, 2015 and attached to the Verified Complaint ([filing 1](#)), including without limitation crop insurance processing documents signed by Farm Credit customers and customer crop insurance quotes; and
- b. shall not call on or solicit the business of, or sell to, or service (directly or indirectly), on Tifft's own behalf or in association with or on behalf of any other individual or entity—including without limitation Cornerstone or Hardt—any of the customers of Farm Credit with whom Tifft actually did business and had personal contact while employed by Farm Credit, except to the extent such activities are unrelated to and not competitive with the business, products or services that Tifft offered or provided on behalf of Farm Credit; therefore, for clarity and by way of example, Tifft is not prohibited from selling or servicing any insurance products related to property and casualty insurance. But, such restrictions include refraining from issuing crop insurance quotes or

working in the AIP systems on Farm Credit policies or databases; and

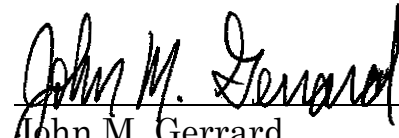
- c. shall not call on or solicit the business of, or sell to, or service (directly or indirectly), on Tifft's own behalf or in association with or on behalf of any other individual or entity—including without limitation Cornerstone or Hardt—the persons or entities listed on Exhibit A ([filing 6-1](#)) to Farm Credit's motion for temporary restraining order and preliminary injunction ([filing 6](#)) except to the extent such activities are unrelated to and not competitive with the business, products or services that Tifft offered or provided on behalf of Farm Credit; therefore, for clarity and by way of example, Tifft is not prohibited from selling or servicing any insurance products related to property and casualty insurance. But, such restrictions include refraining from issuing crop insurance quotes or working in the AIP systems on Farm Credit policies or databases.
4. Exhibit A ([filing 6-1](#)) to Farm Credit's motion for temporary restraining order and preliminary injunction ([filing 6](#)) is incorporated by reference into the parties' stipulated agreement and this order.
5. A hearing on whether this injunction shall be maintained, modified, or dissolved shall be held before the undersigned

at 9:30 A.M. on April 10, 2018 in Courtroom 1, Robert V. Denney Federal Building, 100 Centennial Mall North, Lincoln, Nebraska.

6. Farm Credit shall, within 7 days of this order, file a bond in the amount of \$1,000, with acceptable surety. See [NECivR 65.1.1](#).

Dated this 27th day of February, 2018.

BY THE COURT:



John M. Gerrard
United States District Judge